



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

A SOCIETY OF STATES: SOVEREIGNTY, INDEPENDENCE AND EQUALITY IN A LEAGUE OF NATIONS, by W. T. S. Stallybrass, Fellow and Vice-Principal of Brasenose College, Oxford, of the Inner Temple, Barrister at Law. New York, E. P. Dutton & Co., 1919; pp. xviii, 243.

It is refreshing, in the confusion which has been created by obscurantist clamor about national sovereignty and the League of Nations, to turn to such a straightforward and sensible little book as *A SOCIETY OF STATES* by Mr. Stallybrass. The author concedes at the outset that a league of nations involves some delegation of the attributes of sovereign power and independence. He goes on to show, however, that the notion of absolute sovereignty and independence has long since ceased to accord with the facts of international life and that a league of free nations is by no means so abrupt a departure from recent practice as many have supposed. He suggests three alternatives either of which might be regarded as the goal of international development: (1) world dominion, or universal monarchy; (2) the apotheosis of sovereignty, or universal anarchy; (3) the organization of the society of nations, or universal law. Of these, the first is hardly relevant to present conditions and the second, to say the least, is very much discredited. The third is probably the rationale of much that has transpired in the past and it is certainly the hope of the future. From this point of view the question of a league of nations presents nothing that is revolutionary. It is simply a matter of the present practicability of certain proposed steps in the right direction.

Mr. Stallybrass states briefly the theory of the sovereign state in its logical perfection, indicates some of the more obvious restrictions upon sovereignty which have grown up in the custom and practice of nations, and concludes with a discussion of further limitations which may be thought to be involved in the proposed League. There is nothing in the book for those who have already had an opportunity to study the subject. It makes no pretensions either to learning or to originality. For those who have not studied the subject, however, the book offers an excellent introduction to a fund of information which needs to be more widely disseminated.

EDWIN D. DICKINSON.

PRINCIPLES OF THE LAW OF CONTRACT with a chapter on the Law of Agency, by Sir William R. Anson, Bart., D. C. L., of the Inner Temple, Barrister-at-law, Warden of All Souls College, Oxford. Third American Copyright Edition, edited, with American notes by Arthur L. Corbin, Hotchkiss Professor of Law, Yale University School of Law. New York, Oxford University Press, 1919. Pp. lvii, 508.

Contrary to what might have been anticipated in the case of a work that has gone through so many editions, the latest revision of Anson on Contract exhibits substantial improvements. Professor Corbin shows himself to be a real recensionist and not a mere compiler of citations. The present book is based specifically upon the twelfth English edition, we are told, and includes most of the additions made by Dean Hufcutt in the Second American Copy-

right Edition. The editor has not hesitated to re-arrange and to re-classify the topics, particularly those relating to the interpretation and discharge of contract, and it is believed that a more logical analysis has resulted. The text itself, while in the main that of the English author, has undergone some change, and quite a number of new sections have been added including a chapter on "Contracts for the Benefit of Third Persons in the United States," and a sub-division on the subject of conditions. Professor Corbin rejects the theory that the right of the Third Party Beneficiary is equitable and treats the subject from a strictly legal standpoint. There is undoubtedly much to be said for this view and it seems to be in line with the way the matter has been worked out by the courts. In a few instances perfect clearness and accuracy have apparently been sacrificed for the sake of brevity, e. g., the section on "Waiver of Conditions" in the subdivision on conditions does little to clarify the much abused terms of "waiver" and "estoppel."

The editor's chief contribution consists in an application, through changes in the text and by means of critical notes, of the terminology and analytical method advocated by the late Professor Wesley N. Hohfeld. An attempt has been made at more thorough analysis and greater accuracy of statement than was possible with the old terminology, and in some fields progress has undoubtedly been made, notably in the matter of Offer and Acceptance and Assignment.

The citations to the more important recent cases and periodical literature have been added and most of the notes have been brought down to date. To this statement there is one quite obvious exception, viz., the note on procedure on page 16. Anson's work is so well and so favorably known as a concise statement of the fundamental principles of Contract law and has demonstrated its usefulness to such an extent as to justify this edition which does much to elucidate these principles.

G. C. GRISMORE.

THE CENTENNIAL HISTORY OF THE HARVARD LAW SCHOOL, 1817-1917. Written and Compiled by the Faculty. Harvard Law School Association. Cambridge, 1918, pp. x, 412.

Judged from any valid point of view this story of the first century of life of the Harvard Law School, forms the most brilliant chapter in the history of American education. If one considers the standards of instruction and of scholarship set by its faculties or the objectives of their training, nothing finer can be pointed to anywhere. In sustained effort and achievement there is no parallel to Harvard's. If one turns to productive scholarship, considering the extent and nature of the field, Harvard's professors and graduates have established a record that is incomparable. No other institution has had anything like as great influence as the Harvard school, whether one considers the results of its instruction as realized by its graduates at the Bar and upon the Bench, or the development and improvement of the science of our law traceable to the scholarly production of Harvard men, or, above all, its vitalizing